

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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EQUAL EMPLOYMENT OPPORTUNITY, :
COMMISSION :

Plaintiff, :

- against - :

WINFIELD SECURITY CORPORATION, :

Defendant. :

- - - - -x

ORDER

08 Civ. 8383 (DC)

CHIN, District Judge

The parties have submitted letters to the Court addressing an issue that has arisen in their discussion of a proposed confidentiality agreement: whether, as Winfield argues, confidential materials may be used only for purposes of this lawsuit, or whether, as the EEOC proposes, confidential materials may be used by the EEOC in furtherance of its enforcement activities in any other related matter in which Winfield has been named as a party.


Neither side has cited any authority directly on point, i.e., a case involving a confidentiality agreement entered into by the parties in an enforcement action brought by the EEOC. Both sides have cited cases supporting their position, but involving the production of confidential materials in other contexts.

I will adopt Winfield's position. The more common practice is for confidentiality agreements to limit the use of confidential materials to the lawsuit in which the materials are

produced. Parties are more likely to be forthright in their productions if they are assured that the materials will be used only in a limited fashion, and they do not have to worry that production of the materials will lead to further claims and more litigation. Nor do I believe that such a provision will hamper the EEOC in its enforcement activities. The parties shall submit a final confidential agreement forthwith.

SO ORDERED.

Dated: New York, New York
August 18, 2009


Denny Chin is a United States District Judge. His signature is written in black ink above a horizontal line, with his name and title printed below it.